



North Western IFCA

Employment Contract

This Employment Contract (the "Agreement") dated **1st December 2023** is between North Western Inshore Fisheries and Conservation Authority (the "Employer") and **XXXX XXXXXX** (the "Employee").

The Employee has local authority continuous service since **1st January 2023**.

1. Employer's Details

North Western Inshore Fisheries and Conservation Authority
1 Preston Street
Carnforth
Lancashire
LA5 9BY
01524 727970

2. Particulars of Employment

As required under Section 1 of the Employment Rights Act 1996, the particulars of the Employee's employment are set out in Schedule 1 of this Agreement.

3. Commencement Date and Term

The Employee is an existing employee of the Employer, having commenced permanent full-time employment on 1st January 2023, and having continuously worked for the Employer since this date. This Agreement is a reissuance of a previous agreement, which is declared null and void under the terms of this new Agreement.

Commented [MT1]: This is for existing staff being issued new contracts. Needs rewording for new starters.

4. Probationary Period

The Employee's ongoing employment under this Agreement is subject to the completion of a six-month probationary period to the satisfaction of the Employer. At the end of this probationary period, if the Employer deems the Employee's performance to be of a satisfactory standard, the Employee's appointment will be made permanent. During this probationary period, one weeks' notice may be given by either party to terminate the Employee's employment under this Agreement. The Employer reserves the right to extend the Employee's probationary period if it considers it appropriate to do so.

Commented [MT(2)]: Delete as appropriate / mark as "NA" for staff who have already passed their probation; only needs including for newer staff (<6 months in).

The Employee's probationary period will end on **30th June 2023**.

5. Hours of Work

The Employee will be employed on a full-time basis and therefore required to normally work 37 hours per week. There shall be no pre-defined days or hours of work, but the Employer reasonably expects the Employee to work on days and during hours that reflect the Employer's operational and strategic needs. Ordinarily, this will mean working standard working days of Monday to Friday and between the hours of 09:00 and 17:00.

The Employee may be required to work unsocial hours, including early mornings, late nights, weekends and public holidays, dependent on the nature of the issue which is material to the functioning of the Employer. In such circumstances, the Employer will remunerate the Employee for any unsocial hours worked in accordance with the details set out in Clause 7 below.

The Employee will not be entitled to any overtime payments for hours worked in excess of those required under this Agreement but will be entitled to take time off in lieu (TOIL) in accordance with the Employer's relevant policies and procedures, as they may from time to time be adopted or modified.

6. Job Title and Responsibilities

The initial job title of the Employee will be XXXXXXXXXXXXXXXX. The main responsibilities of the Employee's position are set out in the job description in Schedule 2 of this Agreement.

The Employee agrees to be employed on the terms and conditions set out in this Agreement. The Employee agrees to be subject to the general supervision of, and act pursuant to, the orders, advice, and direction of the Employer.

The Employee will perform any and all duties as requested by the Employer that are reasonable and that are customarily performed by a person holding a similar position in the industry of the Employer. These duties and responsibilities are primarily covered in the associated job description for the role to which the Employee is employed.

The Employer may make changes to the job title or job description of the Employee where the changes would be considered reasonable for a similar position in the industry of the Employer. The Employee's job title or job description may be changed only by agreement, and with the approval, of both the Employee and the Employer or after a notice period required under law.

The Employee agrees to abide by the Employer's rules, regulations, policies, and procedures, including those concerning work schedules, annual leave, and sick leave, as they may from time to time be adopted or modified.

The Employee warrants that they are legally allowed to work in the United Kingdom.

7. Remuneration

The Employee's role is graded at Grade 4 under the Employer's pay and grading structure. The Spinal Column Point (SCP) range for this grade is 29-35 under the National Joint Council for Local Government Services' (NJC's) National Agreement on Pay and Conditions of Services (the "Green Book").

At the commencement of this Agreement, the Employee's annual gross salary will be £37,336, which is the current annual salary for SCP 29 under the Green Book. This salary is subject to the NJC's annual

pay award and will increase with the announcement of all future pay awards in this, or any proceeding, financial year in which the Employee remains employed under this Agreement.

Having passed their probationary period, the Employee will increase one SCP at the beginning of each financial year thereafter (1st April), up to the maximum for the grade, SCP 35 (i.e. by 1st April 2029). Thereafter, the Employee will not increase their SCP, apart from at every five years served after 1st April 2029, where they will increase one SCP for every five years served (i.e. on 1st April 2034 and every five years thereafter).

Commented [MT(3)]: Delete as appropriate for non-probationary staff.

The Employee will be paid monthly on the 20th day of each month, or the preceding working day if the 20th day falls on a weekend or public holiday. The Employee authorises the Employer at any time during their employment, or in any event on the termination of their employment howsoever arising, to deduct from their salary payment and any sums reimbursable to them by the Employer, any amount from time to time which they owe to the Employer including but not limited to any outstanding loans, advances, reimbursement of any training fees or expenses incurred by them, any losses suffered by the Employer as a result of their negligence or breach of duty, payments for excess holiday and overpayment of wages and the Employee expressly consents to any such deductions by signing this Agreement.

The Employee understands and agrees that any additional remuneration paid to them in the form of bonuses or other similar incentive remuneration will rest in the sole discretion of the Employer and that the Employee will not earn or accrue any right to incentive remuneration by reason of their employment.

The Employer will reimburse the Employee for all reasonable expenses, in accordance with the Employer's policies as in effect from time to time, including, but not limited to, any travel and subsistence expenses incurred by the Employee in connection with the business of the Employer. Expenses will be paid within a reasonable time after submission of acceptable supporting documentation from the Employee.

The Employer will reimburse the Employee for time worked during unsociable hours at a rate one and a half times their calculated hourly rate, derived from their hours of work and gross annual salary. Unsociable hours will be defined as between the hours of 18:00 and 08:00 on working days, and any hours during non-working days. For hours worked on public holidays, the Employee will be reimbursed at a rate of two times their calculated hourly rate and receive this as TOIL in addition to the aforementioned remuneration; this will be calculated in increments of half days. Unsociable hours worked on working days or weekends will be calculated and remunerated in increments of no less than 15 minutes and will only be paid by the Employer when the Employee has had to work such hours due to operational requirements, rather than by choice or circumstance.

8. Pension

The Employer will automatically enrol the Employee onto the Local Government Pension Scheme (LGPS). If the Employee wishes to opt out of this pension scheme, they must complete the necessary form within three months of appointment. If the Employee chooses to opt out of LGPS, then any contributions already deducted will be refunded to the Employee. Further information on LGPS can be found at www.yourpensionservice.org.uk. The Employer will consult with the Employee to confirm details of the scheme and how this affects the Employee.

9. Benefits

The Employee will be entitled to only those additional benefits that are currently available as described in lawful provisions of the Employer's Employee Handbook, any other relevant Employer documents, or as required by law.

Employer discretionary benefits are subject to change, without compensation, upon the Employer providing the Employee with 60 days' written notice of that change and providing that any change to those benefits is taken generally with respect to other employees and does not single out or unfairly disadvantage the Employee.

10. Local Authority Continuous Service Entitlement

If the Employee has had any previous continuous service with an organisation covered by the Redundancy Payments (Local Government) (Modification) Order 1983 (the "Order"), this will be included in the Employer's calculation of the Employees' entitlement to sick pay, annual leave, notice period and / or any redundancy payment. This will include any maternity leave taken during their employment with any such organisations.

With the exception of redundancy payment, such service will also apply where the Employee was made redundant from an organisation covered by the Order within the last two years prior to the commencement of their employment with the Employer under this Agreement. Such service will also apply where the Employee has left such an organisation for maternity reasons within the last eight years and has not been in permanent full-time employment since. This eight-year limit does not apply for the calculation of the Employee's annual leave entitlement.

11. Place of Work

The Employee's primary place of work will be the Employer's **Carnforth** office, the address of which is:

1 Preston Street

Carnforth

Lancashire

LA5 9BY

However, the Employee may be, from time to time, required to work at other locations across the Employer's operating area (known as the "District"), including at the Employer's other offices at **Whitehaven**, **Barrow** and **Liverpool**, and to attend meetings at other locations within the North West of England and, on occasion, nationally. Any travel time to any offices / locations other than the Employee's primary place of work will be counted as work time, and the Employer will pay associated travel expenses for such journeys.

The Employee may also be permitted to work from home at the Employer's discretion but at all such times the Employer may choose to change arrangements for home working (*i.e.* days and hours of homeworking), and amend / withdraw this arrangement for business reasons.

12. Annual Leave

The Employer's annual leave year will run from 1st April to 31st March. The Employee will be entitled to 26 days annual leave in their first full year of employment under this Agreement. Thereafter, the Employee will receive an additional one day's annual leave each year for five years, culminating in the Employee holding an annual leave entitlement of 31 days after five completed, continuous years' service. The Employee will also be entitled to the customary eight national public holidays per calendar year, and an additional three statutory days between Christmas and New Year (known as "privilege days"). At the discretion of the Employer, the Employee may take these privilege days at another time after this period in lieu of them being taken between Christmas and New Year.

The times and dates for any annual leave taken by the Employee will be determined by mutual agreement between the Employer and the Employee. However, the Employer reserves the right to deny any holiday request for business reasons.

The Employee is required to give double the notice of annual leave required (*e.g.* two days' notice for one day's leave, two weeks' notice for one week's leave). No more than two weeks' continuous annual leave can be taken without prior written permission from the Employer.

Upon termination of employment under this Agreement, the Employer will pay compensation to the Employee for any accrued but unused annual leave. If, upon the termination of the Employee's employment, they have taken annual leave in excess of their entitlement, the Employer may deduct from their final salary an amount equal to the gross salary paid to them in respect of such annual leave. The Employer reserves the right to require the Employee to take any unused annual leave during their notice period.

The Employee may carry over a maximum of ten days annual leave into the next annual leave year, at the discretion of the Employer. Any unused annual leave over this maximum limit will be forfeited by the Employee at the beginning of the new annual leave year.

Any changes to annual leave arrangements made by the NJC via the Green Book which are an improvement on the annual leave arrangements set out herein will be honoured by the Employer.

13. Other Leave

Any other leave to be taken by the Employee, such as maternity, paternity or adoption leave, will be at the discretion of the Employer, and defined within the Employer's Employee Handbook, as they may from time to time be adopted or modified.

14. Illness and Injury

All Employee absences due to illness or injury must be notified to the Employer. Unless there are exceptional circumstances, on the first day of a period of such absence, the Employee must notify the Employer personally by telephone as soon as it is reasonably possible to do so, and no later than 10:00. Failure to notify the Employer of such an absence may render the Employee subject to disciplinary action and may also bar them from receiving statutory sick pay.

Absences due to illness or injury must be covered by a relevant proof of illness or injury. For the first week of any such absence, the Employee must provide a self-certificate when reasonable to do so. For

absences due to illness or injury lasting more than one week, a doctor's certificate must be produced at the beginning of the second week of absence and weekly thereafter.

Subject to the abovementioned requirements for the Employee to notify, and provide proof to, the Employer of absence due to illness or injury, the Employee will be entitled to sick pay at their normal rate of remuneration, and which shall be inclusive of statutory sick pay, according to the following conditions:

- Within their first year of employment, one month's full pay and, after four months' service, two months' half pay
- Within their second year of employment, two months' full pay and two months' half pay
- Within their third year of employment, four months' full pay and four months' half pay
- Within their fourth and fifth years of employment, five months' full pay and five months' half pay
- After five years of employment, six months' full pay and six months' half pay.

For periods of absence due to illness or injury extending beyond the periods outlined above, the Employee shall be entitled to statutory sick pay to the extent to which it is payable.

15. Health and Safety

The Employee expressly agrees to take all reasonable care regarding their health and safety and that of their colleagues and any other third parties. They also expressly agree to comply with all the Employer's Health and Safety Policies and Procedures.

16. Positive and Professional Work Environment

In order that the Employer may maintain a positive work environment for all employees, the Employee is required not to engage in, or permit any fellow employees to engage in, any harassment or unlawful discrimination against any person (whether or not an employee).

Whilst representing the Employer, the Employee will behave in a positive and professional manner at all times. When visiting or receiving external and internal stakeholders and other third parties, the Employee will remain professional in all aspects and will understand that they are a representative of the Employer.

17. Disciplinary and Grievance

The Employer's disciplinary and grievance procedures are set out in the accompanying Employee Handbook, as they may from time to time be adopted or modified. Any amendments to the Green Book made by the NJC will be honoured by the Employer.

18. Conflict of Interest

It is understood and agreed that any opportunity relating to, or similar to, the Employer's actual or reasonably anticipated business opportunities, coming to the attention of the Employee, is an opportunity belonging to the Employer. Therefore, the Employee will advise the Employer of the

opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Employer. Such opportunities relate to the Employer's core functions around marine environmental management and fisheries management.

The Employee will not, directly or indirectly, engage or participate in any business activities that the Employer, in its reasonable discretion, determines to be in conflict with the best interests of the Employer, without the written consent of the Employer.

19. Collective Agreements

Other terms and conditions not defined within this Agreement will include, but not be limited to, those in accordance with collective agreements negotiated from time to time by the NJC, set out in the Green Book, as adopted by the Employer, and supplemented by local collective agreements reached with trade unions recognised by the Employer and by the Employer's policies and procedures. Where no such local collective agreements are in place, the Green Book shall apply.

20. Union Membership

The Employer supports the system of collective bargaining and follows the principle of solving industrial relations problems by discussion and agreement, conducted by representatives of the Employer and of the employees. The Employee can choose whether to become a member of a trade union representing employees of the Employer on the appropriate negotiating body. Any future amendments to the Employer's Employee Handbook will be made in consultation with, and at the agreement of, the Union(s).

21. Termination of Employment

Where there is just cause to do so, such as in cases of gross misconduct, the Employer may terminate the Employee's employment under this Agreement without notice, as permitted by law.

The Employee and the Employer agree that a notice period of **one** month shall be served by the Employee if they wish to terminate this Agreement, except during an initial probationary period, where the notice period shall be one week. Notice of termination given by the Employee must be served in writing.

The Employee and the Employer agree that the following notice periods shall be served by the Employer if they wish to terminate this Agreement, except during an initial probationary period or in any instances of gross misconduct. Notice of termination given the Employer must be served in writing:

- Between one month's and two years' continuous service, a period of at least one week's notice
- Between two years' and twelve years' continuous service, a period of at least one week's notice for each year of continuous service
- Twelve years' or more continuous service, a period of at least twelve weeks' notice.

Once notice has been given by either party for any reason, the Employee and the Employer agree to execute their respective duties and obligations to one another under this Agreement diligently and in good faith through to the end of the notice period. The Employer may not make any changes to

remuneration or any other term or condition of this Agreement between the time termination notice is given through to the end of the notice period.

The Employer reserves the right, at its sole and absolute discretion, to pay salary (based on an Employee's basic salary as set out in Clause 7) in lieu of any required period of notice (whether given by the Employee or the Employer), less any deductions the Employer is required to make by law. The Employer also reserves the right to place an Employee on garden leave during any period of notice.

The Employer reserves the right to suspend an Employee on full pay from the performance of some or all of their duties under this Agreement in connection with any investigation or matter with which they are involved.

On the termination of an Employee's employment, howsoever arising, the Employee shall deliver to the Employer forthwith all property in their possession or under their control belonging to the Employer.

22. Personal Data

For administrative, HR and health, safety and wellbeing purposes, it is necessary for the Employer to hold and process personal data regarding the Employee. This data will be held for the duration of the Employee's employment under this Agreement and will not be kept for any longer than necessary beyond that time.

The Employee's personal data will be held securely and treated as confidential and neither used nor processed other than for legitimate purposes relating to the business of the Employer. The Employee shall have the right to inspect, review and, if necessary, update their personal details held by the Employer.

If the Employee's personal circumstances change during their employment with the Employer under this Agreement, the Employee must inform the Employer of the nature of such changes at the earliest opportunity.

23. Confidentiality

The Employee agrees that they will not, either during their employment or at any point after the date of termination of their employment, disclose or make use of any information in their knowledge or possession relating to the Employer's operations, including any other information of a sufficiently high degree of confidentiality as to amount to a trade secret or sensitive information, without written authority signed by the Employer.

For the purposes of this clause, confidential information shall include, but shall not be limited to:

- Information regarding persons seeking employment with the assistance of the Employer or any associated employer
- Information regarding positions, vacancies, or recruitment requirements
- Information regarding the Employer's or any associated employer's staff, especially salary and personal details
- Information, other than that available to the public, regarding the financial and operational performance of the Employer or any associated employer

- Marketing and sales information of the Employer or any associated employer
- Information concerning the business plans or dealings of the Employer or any associated employer
- Any historical or current information given to the Employer or any associated employer in confidence by any employee
- Any document marked "Confidential" (or with a similar expression) or any information which the Employee has been told is confidential or which they might reasonably expect the Employer would regard as confidential
- Any information concerning a client or business contact of the Employer or any prospective client or business contact.

The Employee must not remove any document, or tangible items which belong to the Employer or which may contain any confidential information from the Employer's premises at any time without proper advance authorisation.

The Employee must return to the Employer upon request, and in any event upon the termination of their employment, all documentation and tangible items which belong to the Employer, or which are in their possession or under their control.

The Employee must, if requested by the Employer, delete all confidential information from any reusable material and destroy all other documents and tangible items which contain or refer to any confidential information and which are in their possession or under their control.

The Employee's obligations under this clause shall be in addition to (and not in substitution for) any implied obligations imposed upon them by law in relation to the use or disclosure of confidential information.

24. Intellectual Property

In this clause, "Intellectual Property" means any:

- concept, discovery, invention, process, procedure, development or improvement in process or procedure
- data, design, formula, model, plans, drawings, documentation, database, computer program or software (including related preparatory and design materials) whether registrable or not and whether or not copyright or design rights subsist in it; or
- idea, method, information or know-how

which is made, discovered, created or generated by the Employee whether alone or with others and whether in the course of their employment which relates to or affects the business of the Employer or which is capable of being used or adapted for use in connection with any such company.

Without prejudice to the provisions of the Patents Act 1977, the Copyright Designs and Patents Act 1988 and any other applicable legislation:

- the Employee must immediately disclose to the Employer full details of any Intellectual Property;
- if the rights in the Intellectual Property belong to the Employer or are capable of doing so, the Employee will act as trustee for the Employer in relation to them;

- if requested by the Employer whether during their employment or after the termination date, the Employee will at the expense of the Employer do everything necessary (including executing documents) to:
 - protect all current and future rights in the Intellectual Property (by applying for letters patent or other appropriate form of protection) in the United Kingdom or any other part of the world;
 - vest, transfer or assign such protection or right as the case may be to the Employer or its nominee with full title guarantee and the right to sue for past infringement and recover damages; and
 - provide all reasonable assistance as the Employer may require to obtain, maintain or enforce rights to the Intellectual Property;
- the Employee hereby irrevocably and unconditionally waives in favour of the Employer the moral rights conferred on them by the Copyright Designs and Patents Act 1988 in respect of any Intellectual Property right in which the copyright is vested in the Employer under this clause or otherwise;
- the Employee hereby irrevocably authorises the Employer to appoint a person to execute any documents and to do everything necessary to affect the Employee's obligations under this clause on the Employee's behalf.

25. Policies and Procedures

The Employee agrees to comply with all relevant rules, policies, and procedures of the Employer, as set out in the Employee Handbook, Health and Safety Policies and Procedures and all other relevant documentation.

26. Variation

Subject to any applicable provisions contained in the Information and Consultation of Employees Regulations 2004, the Employer reserves the right to make reasonable changes to this Agreement which will be notified to the Employee as follows:

- Collective or detailed changes will be notified to the Employee in writing one month prior to taking effect
- Individual or significant changes will be notified to the Employee in writing one month prior to taking effect

The Employee acknowledges that the Employer reserves the right to make reasonable changes to this Agreement to reflect the changing needs of the Employer from time to time.

27. Whole Agreement

This Agreement supersedes any previous oral or written agreement between the Employer and the Employee in relation to the matters dealt with herein. It contains the whole agreement between the Employer and the Employee relating to their employment as at the date of the Agreement, except for any terms implied by law that cannot be excluded by the agreement of both parties. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

28. Jurisdiction

The Agreement shall be governed by, and construed in accordance with, English law. The parties hereby submit to the exclusive jurisdiction of the English courts and tribunals in relation to any claim or matter arising in connection with this Agreement.

In witness whereof, the parties have duly affixed their signatures under hand on 1st December 2023.

Employer Representative's Signature: _____

Employer Representative's Name: _____

Employer Representative's Position: _____

Employee's Signature: _____

Employee's Name: _____

Schedule 1: Particulars of Employment

Employer Details:

1. Employer Name: North Western Inshore Fisheries and Conservation Authority
2. Employer Address: 1 Preston Street, Carnforth, Lancashire, LA5 9BY
3. Place of Work: 1 Preston Steet, Carnforth, Lancashire, LA5 9BY

Employee Details:

4. Employee Name: XXXX XXXXXXX
5. Employee Address: XXXXXX

Employment Details:

6. Job Title: XXXXXXXXXXXXXXX
7. Date of Commencement of Employment: 1st January 2023
8. Employment Status: Permanent, full-time
9. Date of Commencement of Continuous Employment: 1st January 2023
10. Normal Hours of Work: Undefined
11. Annual Leave Entitlement: 26 days at commencement of employment, rising by one day each year to a maximum of 31 days, with all national public holidays and three privilege days
12. Pay Details: Commencing at SCP 29, rising by one SCP every year (starting 1st April 2024) to a maximum SCP 35 by 1st April 2029, and then a further SCP every five years thereafter
13. Pay Frequency: Monthly (20th day of each month)

Schedule 2: Job Description – XXXXXXXXXXXXXXXXXXXX

Purpose

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Main Responsibilities

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